

4/ 4/14/ Contract no. 751 2-23

**AGREEMENT BETWEEN**

**LITTLE SILVER  
BOARD OF EDUCATION**

**AND THE**

**LITTLE SILVER  
EDUCATION ASSOCIATION**

**SEPTEMBER 1, 1988**

**to**

**AUGUST 31, 1991**

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THIS AGREEMENT is entered into this 30th day of June, 1988, by and between the Board of Education of Little Silver, New Jersey, hereinafter called the "Board", and the Little Silver Education Association, hereinafter called the "Association".

## **Article I RECOGNITION**

- A. Pursuant to Chapter 123 of 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Little Silver Board of Education hereby recognizes the Little Silver Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for only full time certificated personnel under contract with the Board, or on leave from the school district, including by way of limitation teachers, librarians, nurses, learning disabilities teacher-consultants, but excluding the Superintendent, principals as well as secretaries, administrative office personnel and custodians.**
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female gender.**
- C. Unless otherwise indicated the term "full time" when used herein this Agreement shall refer to any certificated person continuously employed under contract for 20 hours or more per week.**

## **Article II NEGOTIATION PROCEDURE**

- A. In accordance with the provisions of Chapter 123 Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement not later than dates set forth by Public Employment Relations Commission.**
- B. Upon reasonable request by the president of the Association, the Board agrees to make known to the president when and where the Association may obtain documents that the Board is required by law to release, including annual audit, tentative budget after approval by County Superintendent, agenda of Board meeting during the school day of meeting, approved minutes, and names and addresses of all teachers in unit.**

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **Article III GRIEVANCE PROCEDURE**

#### **A. Definition:**

A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the terms and conditions of this Agreement or those Board policies which affect the terms and conditions of employment. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **B. Procedure:**

1. a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b) It is understood that grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any complainant who has a grievance shall discuss it first with his Principal in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he shall initiate a grievance in writing to the Principal specifying:

- a) the nature of the grievance;
- b) the nature and extent of the injury, loss or inconvenience;
- c) the results of previous discussions;
- d) his dissatisfaction with decisions previously rendered.

The principal shall communicate his decision in writing to the grievant within five (5) school days of his receipt of the written grievance.

4. The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and the Superintendent shall communicate his decision in writing to the grievant, the Association and the principal within a period not to exceed ten (10) school days.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, he or they no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The Board, or committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal. If the Board makes the decision not to hold a hearing, the grievant and the Association shall be notified of this decision not later than thirty (30) calendar days after receipt of the appeal. Grievances to be presented to arbitration shall be limited to the application or

interpretation of this written Agreement. Decisions of the Board in the following matters shall be final and such decisions shall not be subject to the arbitration procedure:

- a) a complaint of a non-tenure teacher which arises by reason of his not being re-employed; or
- b) a complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required; or
- c) a complaint arising from an alleged misapplication of Board Policy, except if the complainant wishes to appeal such decision to the Commissioner of Education.

6. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party it shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

8. a) A request for arbitration shall be made by either party to the American Arbitration Association. The parties agree to be bound by the voluntary labor rules of the American Arbitration Association.

b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to or subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

#### **C. Rights of Teachers to Representation:**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.



2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and receive a copy of all decisions rendered.
  3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.
- D. 1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
  3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and Board and given appropriate distribution so as to facilitate operation of the grievance procedure.
- E. **Costs:**
1. Each party will bear the total cost incurred by themselves.
  2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

#### **Article IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building principal.
- B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the Superintendent.

- C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in each building for internal association activities.
- D. The Association shall have the right to a reasonable use of school mailboxes as it deems necessary for distribution of association related materials.
- E. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- F. The Board shall send to the Association copies of all bulletins that go out to personnel represented by the Association.
- G. The Association may appoint a member of the Committee which plans the orientation program.
- H. The Association shall have the right to use school facilities and equipment designated for teacher use for internal Association matters on a reasonable basis. The use of equipment shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and the result of this equipment will be for distribution to Association members. The Association shall pay for the actual cost of replacement of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

## **Article V**

### **TEACHER'S RIGHTS**

- A. No teacher shall be disciplined, reprimanded in writing, reduced in rank or given an adverse evaluation of his professional services without just cause.
- B. Whenever any teacher is required to appear before the Superintendent or his designee together with any other person, the Board or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increment pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

- C. No teacher shall be prevented from wearing pins or other standard identification of membership in the Association or its affiliates.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Little Silver School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation of a student shall be changed without consulting the teacher if possible.
- E. Teachers shall perform regularly assigned duties to the best of their ability. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Teachers shall perform their professional charge in accordance with the laws of the United States and New Jersey and rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

## **Article VI**

### **TEACHER WORK YEAR**

#### **A. IN-SCHOOL WORK YEAR**

- 1. **Ten (10) month personnel.** The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-five (185) with no reduction in days due to emergency closing.

#### **B. SCHOOL CALENDAR**

- 1. The school calendar will be developed by the administration after discussion with the Association.
- 2. The school calendar for each year shall become a part of this Agreement. Any changes in the school calendar after adoption by the Board shall be made only after discussion with the Association and the Board.

- C. **CONFERENCES** — In the scheduling of conferences, there will be a maximum of two night conferences in the Fall, 2-1/2 hours in length, in conjunction with a 12:30 p.m. dismissal for teachers and students with hours to be determined mutually by the LSEA and the Superintendent.

- D. **SUMMER WORK** — Summer work will be prorated on the basis of \$1,500 paid for 3-1/2 hours of work each day

for six (6) weeks. Summer work assignments will be on a volunteer basis.

## **Article VII**

### **TEACHING HOURS and TEACHING LOAD**

- A. The length of the school day shall remain as per the status quo.
- B. Teachers may leave the building during their scheduled duty free lunch periods.
- C.
  - 1. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty meetings. The administration shall limit, except in cases of emergency, the number of such meetings to two per month and shall strive to limit them to not more than sixty (60) minutes in length.
  - 2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by the Superintendent.
  - 3. The notice of and tentative agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in any emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. Field trips shall be scheduled and implemented after discussion between the Administration and the involved teacher(s). Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school-sponsored activity.
- E. The weekly schedule of each teacher who is regularly scheduled to meet with pupils shall contain preparation time for the purpose of planning, record keeping, and other related activities.

The amount of time set aside for this purpose shall be:

- 1. For homeroom teachers in grades with departmentalized instruction, a minimum of 300 minutes per week.
- 2. For all other homeroom teachers 185 minutes per week and in addition the duty free time when pupils normally assigned to these teachers are under the total supervision of another certified teacher.
- 3. All other teachers a minimum of 300 minutes per week.

During those days when the schools are operated on an extraordinary schedule, or in the event of emergency, the duration of regularly scheduled preparation time may be reduced to provide for the orderly operation of the schools.

- F. Membership on Curriculum Development Committees shall be voluntary, except in the event no qualified volunteers are available, the Superintendent may appoint an appropriate staff member after two requests for volunteers have been made. When the writing of curriculum occurs during the school year outside the normal work day, it shall be reimbursed on the pro-rated summer schedule.
- G. The Board shall compensate any teacher who engages in an approved extra-curricular activity, in accordance with the attached schedule. The Superintendent shall post a list in each school building of extra-curricular activities. The list shall include a deadline for applying for said activities. Participation in approved extra-curricular activities may be voluntary, but if there is no qualified volunteer for an approved activity, the assignment to participate in such an activity shall be made by the Superintendent, subject to Board approval.
- H. Substituting for any position will be on a volunteer basis.

## **Article VIII PERSONAL LEAVE**

### **A. Death in Immediate Family**

- 1. An employee may be absent with full pay for death in the immediate family for five (5) days which are not accumulative. The immediate family includes parents, brothers, sisters, husband or wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents or any other relative living under the same roof. Request for further extension will be presented to the Board by the Superintendent.
- 2. An employee may be absent with full pay for death of another relative or close friend for one day which is not accumulative.
- 3. An employee may be absent with full pay for emergency serious illness in the immediate family for up to four (4) days which are not accumulative.

## **B. Personal Days**

1. Up to four (4) personal days shall be granted by the Superintendent for business or any emergency that requires a teacher's presence during the school day and which may not be attended to during the time school is not in session. Such leave shall be granted with full pay. Up to two (2) of the unused personal days will be carried over to accumulative sick days per year.
2. Written notification shall be submitted three (3) days in advance of the date requested through the building principal to the superintendent. The three (3) day notice requirement shall be waived in case of emergency.
3. The employee shall not be required to specify the nature of personal business except when the third or fourth personal day falls on a Monday or Friday.
4. Personal days shall not be granted the day prior to or following a holiday or vacation and during the first or last weeks of the school year. An exception may be made by the superintendent if the request is presented in writing.

## **C. Professional Days**

The Superintendent may require or permit any employee to attend meetings, visit other school systems, and be absent from his regular duties for professional reasons without loss of salary or sick leave.

## **D. Other Leave Days**

1. **Temporary Military.** A teacher shall be granted the time necessary for temporary active duty in any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.
2. **Emergency Leave.** A situation or event which cannot be anticipated, may be granted with full pay by the Board.
3. **President LSEA.** The President of the Little Silver Education Association shall be granted a maximum of three days leave with full pay for professional association business. Such leave shall not be accumulative. Application to the Superintendent must be formally

made at least two school days prior to requested leave and shall include the reason for the requested leave.

If a leave day is requested which does not exceed two hours, the name(s) of teachers who will cover the President's scheduled class(es) shall be included in the request. Leave shall not be granted the day prior to or following a holiday or vacation and during the first or last weeks of the school year. The Association shall reimburse the Board for full day leave at the prevailing salary for substitutes.

#### **E. Maternity**

1. Leave of absence for reasons of maternity may be granted up to two years upon application by the candidate.
2. Any teacher granted maternity leave without pay, according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence.
3. Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth.

The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. If the Board's physician is in disagreement the conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of leave for those dates would substantially interfere with the administration of the school and provided that such change by the Board is not medically contraindicated. Following the grant of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable

period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated. The Board may require any teacher to produce a certificate from a physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

4. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.
5. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this order. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

#### **F. Sick Leave**

1. Sick leave will be for ten (10) days per year for those on a ten month contract for personal illness with unused days accumulating without limit. For those on an eleven month contract, eleven (11) days of sick leave will be granted. For those on a twelve month contract, twelve (12) days of sick leave will be granted. The Board may grant additional sick leave in special cases provided that satisfactory evidence of hardship is presented in writing to the Superintendent. The teachers shall be given written accounts of accumulated sick leave days as early as possible in each school year.



2. Any employee, who due to personal illness only, exhausts the annual plus accumulated sick leave shall be granted an additional two (2) days. These two (2) additional days shall not be accumulative.
3. Any employee who, due to personal illness only, exhausts annual plus accumulated sick leave may be paid the difference between his salary and that paid the substitute for such period of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

**G. Extended Leave**

1. A one year leave of absence without pay may be granted to up to one teacher per year for the purpose of continuing education or alternate work experience intended to enhance the teacher's ability to contribute to the district's programs. Applications for such leave should be submitted by 1 April prior to the commencement of such leave.
2. (a) A one year unpaid leave of absence for personal reasons shall be granted to a maximum of one tenured teacher per year from the District; in the event that two or more tenured teachers apply for this leave in any given year, the teacher with the most seniority in the Little Silver District shall be granted this leave of absence.  
  
(b) Upon return from extended leave the teacher may be credited with one additional year of service and advanced one step on the salary guide and be granted any salary increase agreed upon by the Board and the Association for teachers of equivalent years' service providing a written report of the teacher's activities during the period of leave be submitted to and accepted by the Board.
3. An extended leave may be granted by the Board for the purpose of furthering the teacher's graduate studies. This leave must be academic on a full time student basis. A teacher must have seven (7) years' experience in the district and apply to the Board by January 31. One leave may be granted annually with the understanding that the teacher will return to the district for at least two (2) years after the end of the leave period. Compensation will be at the rate of 1/2 pay for a full year. A promissory note will be signed guaranteeing reimbursement to the Board for the expenses incurred if the two (2) year commitment is not completed.

- H. A teacher is deemed to have had one (1) year of service in the school district if he has taught for at least 90 school days during the school year.
- I. All extensions or renewals of leaves shall be applied for and granted or rejected in writing.

## **Article IX MANAGEMENT RIGHTS**

- A. The Association recognizes that the Board of Education may not, by Agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board of Education.
- B. The Board of Education reserves to itself, subject to the limitation imposed by this contract, sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Department of Education, to do the following:
  - 1. direct employees of the Board of Education,
  - 2. hire, assign, promote, transfer and retain employees covered by this Agreement with the Board of Education or to suspend, discharge or to take disciplinary action against employees.
  - 3. make work assignments which relieve employees from duties because of any legitimate reason,
  - 4. maintain the efficiency of the Board of Education operation entrusted to them, and
  - 5. determine the method, means and personnel by which such operations are to be conducted.

## **Article X NON-TEACHING DUTIES**

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree that teachers performing non-teaching duties other than those they are presently performing will be on a voluntary basis.

## **Article XI TEACHER EMPLOYMENT**

### **A. PLACEMENT ON SALARY SCHEDULE**

**Adjustment to salary schedule.** Any teacher employed

prior to February 1 for the balance of the school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Credit for a maximum of ten (10) years prior teaching experience may be granted teachers new to Little Silver Schools. Additional experience credit beyond ten (10) years may be granted by the Board of Education on the recommendation of the Superintendent.

#### **B. NOTIFICATION OF CONTRACT AND SALARY**

Teachers shall be notified of their contract and salary status for the ensuing year, no later than April 30.

### **Article XII SALARIES**

#### **A. SALARY SCHEDULE**

The salary of each teacher covered by this Agreement is set forth in Schedules "B" and "C" which are attached hereto and made a part hereof.

#### **B. METHOD OF PAYMENT**

1. **Ten (10) month.** Each teacher employed shall be paid in twenty (20) equal semi-monthly installments on the fifteenth (15) and thirtieth (30) of the month.
2. **Exceptions.** When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day unless an emergency exists.
3. **Final Pay.** Each teacher shall receive his final pay on his last working day in June provided his duties and obligations have been fulfilled.
4. **Summer Pay Plans.** Each teacher may individually elect to have ten per cent (10%) of his monthly salary deducted from his/her pay to be placed in a savings account at the Monmouth-Ocean Federal Employees Credit Union, Asbury Park, N.J.

#### **C. Service Increments**

To qualify for service increments that may be granted to teachers after 15, 18, 21, and 25 years of service in the Little Silver Schools, teachers shall be required to successfully complete either three (3) graduate credits related to their field with a grade of "B" or better, or "Pass" in a Pass/Fail course; or the equivalent in professional workshops mutually agreed upon by the teacher and the Super-

intendent during the preceding two years to date of their respective entitlement. In either case prior approval of the Superintendent shall be required. These conditions will be in effect for all service increments effective August 31, 1987 or thereafter.

### **Article XIII**

#### **TEACHER ASSIGNMENT**

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1 except in cases of emergencies or unusual circumstances.

**Revisions.** In the event that changes in such classes and/or subject assignments, building assignments or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing. Upon the request of the teacher, changes may be discussed with the Superintendent or his representative and the teacher affected, and at his option a member of the Association.

### **Article XIV**

#### **POSTING OF VACANCIES and TRANSFERS**

- A. As soon as practical, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies and promotional positions when they exist. The listing shall include a deadline for filing which shall be at least two (2) weeks from the date of posting. Vacancies existing after July 15 to the opening of school need not be included in the two week deadline for filing. During the time that school is not in session, the Superintendent shall notify the President of the Association, or the Vice-President, Secretary or Treasurer in that order if the President cannot be contacted.
- B. **Filing requests.** Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade(s) and/or subject(s) to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 unless the position is posted later.
- C. **Criteria for assignment.** The Superintendent shall make his recommendations to the Board based on his best

estimate of the qualifications of the available candidates and the well-being of students.

- D. **Notification of a transfer or reassignment** shall be given to teachers as soon as practical and except in cases of emergency not later than June 15.

E. **Meeting and Appeal**

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefor. In event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him again and teacher may, at his option, have an Association member present at such meeting.

## **Article XV DEDUCTIONS FROM SALARY**

1. The Board agrees to deduct from the salaries of its teachers dues for the Little Silver Education Association, Monmouth County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15, 9e) and under the rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## **Article XVI MAINTENANCE OF CLASSROOM CONTROL and DISCIPLINE**

A brief definition of the duties and responsibilities of all

administrators, supervisors, and other personnel pertaining to student behavior shall be reduced to writing by the principal of each school, and if approved by the Superintendent, presented to each teacher at the start of each school year.

## **Article XVII TEACHER EVALUATION**

All teachers shall be formally evaluated by their immediate supervisor each year. Tenured teachers will be observed and evaluated each year in accordance with law. Anonymous communication shall not be considered in any teacher evaluation. Non-tenured teachers will be observed and evaluated three times per year in compliance with the Administrative Code 6:3-1.19. Upon receipt of the evaluation, a conference shall be arranged with the building principal to discuss the observation. At the conclusion of the conference, the teacher will sign the evaluation sheet. Such signature does not constitute agreement with the evaluation, but merely that the teacher has read the same. A teacher shall have the right to file a written reply to the evaluator for any evaluation which shall then be attached and made a part thereof.

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive a copy at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. This right shall not include correspondence dealing with one's experience prior to employment in the district.

**Copies of Evaluation.** A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it unless parties mutually agreed to meet sooner. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

A copy of the current evaluation form will be made available to all teachers.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents

thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel folder of such teacher after severance except in accordance with the procedure set forth in this Article.

## **Article XVIII MISCELLANEOUS**

### **A. STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such right as he may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere under the law.

- B. The Board and the Association agree that there shall be no discrimination and that they will abide by all federal and state rules and regulations.

### **C. SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **E. AGREEMENT COPIES**

Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed. This expense shall be shared equally.

## **F. NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at Point Road School, Little Silver Point Road and Seven Bridges, Little Silver, N.J. 07739.
2. If by Board, to Association at Markham Place School, Markham Place, Little Silver, N.J. 07739.

## **Article XIX HOME INSTRUCTION**

Teachers shall be paid at an hourly rate for home instruction equal to the rate paid supplemental instructors.

## **Article XX TUITION REIMBURSEMENT**

Courses approved by the Superintendent may be taken by full time certified teachers at any time and will be reimbursed by the Board of Education, in a sum not to exceed \$1,500.00 per teacher per year, July 1 to June 30. Course approval request shall be submitted no later than September 15 for fall semester, January 15 for spring semester and June 15 for summer classes. Reimbursement will be made when an official transcript or other acceptable evidence of satisfactory completion of the course or courses is submitted to the Superintendent with a grade of B, or better with the exception of those graduate level courses which utilize a pass/fail method of evaluation, reimbursement will then be made on a pass grade.

## **Article XXI INSURANCE**

The Board shall provide medical, hospital, dental and prescription insurance as described below:

State Health Benefit Program for Employees & Dependents

Blue Cross

Blue Shield

Rider J

Major Medical

N.J. Dental Service Plan

Program III-A for employee only

Blue Cross/Blue Shield Prescription Plan

Employee Only



Any additional family dental or prescription coverage will be paid by employee at group rates if the minimum percentage of persons sign up for coverage. People covered under the contract retiring on or after the effective date of this contract may have the option on continuing dental and/or prescription coverage by paying group rates.

**Article XXII**  
**REIMBURSEMENT OF UNUSED SICK LEAVE**

Reimbursement of unused sick leave upon normal retirement, of a maximum of 100 days at \$15.00 per day (\$1,500.00 maximum), is limited to those teachers employed in the district for ten (10) consecutive years.

**Article XXIII**  
**DURATION OF AGREEMENT**  
**DURATION PERIOD**

This Agreement shall be effective as of September 1, 1988 and shall continue in effect until August 31, 1991, except distribution of money for extra-curricular activities for the last two (2) years. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**LITTLE SILVER EDUCATION ASSOCIATION**

By: *Philip May*.....  
Philip May, President

By: *Veronica Battaglia*.....  
Veronica Battaglia, Secretary

**LITTLE SILVER BOARD OF EDUCATION**

By: *Kathleen R. Pearson*.....  
Kathleen R. Pearson, President

By: *Evelyn R. McCann*.....  
Evelyn R. McCann, Secretary

## EXTRA-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>88-89</u>	<u>89-90</u>	<u>90-91</u>
Cheerleading (2 squads)	\$1,316		
Chorus-District	1,229		
Accompanist to Chorus-District	408		
Upper Grades Theatrical Productions (Two evening performances)	1,632		
Safety Patrol-Point Road	734		
Safety Patrol-Markham Place	734		
Basketball Coach-Boys' (20 game schedule)	1,387		
Basketball Coach-Girls' (20 game schedule)	1,387		
Supervisor of Games	897		
Track Coach-Boys' (League schedule)	897		
Track Coach-Girls' (League schedule)	897		
Olympics of the Mind	1,316		
Audio-Visual Coordinator- Point Road	495		
Audio-Visual Coordinator- Markham Place	495		
Student Council Advisor	528		
Noon-hour Assistants-Eight (8) for 25 minutes per pay each day school is in full time session; can be shared by two teachers on a semester basis. Supervision of grades 1-8 inclusive indoors and outdoors. Four at each school.	1,474		
Chaperones-8th grade overnight trip	207		
Bus Supervisor-one at each school 25 minutes per day each day school is in session; can be shared by two teachers	1,474		
Typing Class (2 sessions)	696		
Computer Club	696		
Band (District)	696		
8th Grade Treasurer	511		

A total of 9.75% will be added to the pool covering extra-curricular activities.

A total of 9.37% will be added to the pool covering activities. Activities will be re-evaluated by a committee comprised of both negotiating teams to consider redistribution of monies.

### SCHEDULE "A"

## STEP CONVERSION TABLE

Step you're on in 87/88	88/89	89/90	90/91
		0	A
	0	A	B
0	A	B	C
1	A	B	C
2	B	C	D
3	C	D	E
4	D	E	F
5	E	F	G
6	F	G	H
7	G	H	I
8	H	I	J
9	I	J	K
10	J	K	L
11	K	L	M
12	L	M	N
18 yrs. exp. (end of yr.)	M	N	O
13	N	N	O

## SCHEDULE "B"

## SALARY GUIDE 1988-89

<u>STEP</u>	<u>A</u> <u>B.A.</u>	<u>B</u> <u>B.A. + 30</u>	<u>C</u> <u>M.A.</u>	<u>D</u> <u>M.A. + 30</u>
A	\$21,950	\$22,950	\$23,950	\$24,950
B	23,100	24,100	25,100	26,100
C	23,600	24,600	25,600	26,600
D	24,500	25,500	26,500	27,500
E	25,600	26,600	27,600	28,600
F	26,400	27,400	28,400	29,400
G	27,100	28,100	29,100	30,100
H	28,100	29,100	30,100	31,100
I	29,600	30,600	31,600	32,600
J	31,400	32,400	33,400	34,400
K	34,000	35,000	36,000	37,000
L	35,400	36,400	37,400	38,400
M	37,500	38,500	39,500	40,500
N	38,600	39,600	40,600	41,600

B.A. — Bachelor's Degree or ten years' experience and a permanent elementary certificate.

B.A. + 30 — Bachelor's Degree plus 30 or more additional graduate credits.

M.A. — Master's Degree

M.A. + 30 — Master's Degree plus 30 or more additional graduate credits.

Service increments of \$300 over and above the salary guide may be granted to teachers after 15, 18, and 21 years' service and \$500 after 25 years' service in the Little Silver Schools.

### SCHEDULE "C"

## SALARY GUIDE 1989-90

<u>STEP</u>	<u>A</u> <u>B.A.</u>	<u>B</u> <u>B.A. + 30</u>	<u>C</u> <u>M.A.</u>	<u>D</u> <u>M.A. + 30</u>
A	\$23,000	\$24,000	\$25,000	\$26,000
B	23,500	24,500	25,500	26,500
C	25,000	26,000	27,000	28,000
D	25,500	26,500	27,500	28,500
E	26,600	27,600	28,600	29,600
F	27,600	28,600	29,600	30,600
G	28,500	29,500	30,500	31,500
H	29,750	30,750	31,750	32,750
I	30,600	31,600	32,600	33,600
J	32,000	33,000	34,000	35,000
K	34,500	35,500	36,500	37,600
L	38,000	39,000	40,000	41,000
M	39,000	40,000	41,000	42,000
N	43,000	44,000	45,000	46,000

**B.A.** — Bachelor's Degree or ten years' experience and a permanent elementary certificate.

**B.A. + 30** — Bachelor's Degree plus 30 or more additional graduate credits.

**M.A.** — Master's Degree

**M.A. + 30** — Master's Degree plus 30 or more additional graduate credits.

Service increments of \$300 over and above the salary guide may be granted to teachers after 15, 18, and 21 years' service and \$500 after 25 years' service in the Little Silver Schools.

### SCHEDULE "D"

## SALARY GUIDE 1990-91

<u>STEP</u>	<u>A</u> <u>B.A.</u>	<u>B</u> <u>B.A. + 30</u>	<u>C</u> <u>M.A.</u>	<u>D</u> <u>M.A. + 30</u>
A	\$24,940	\$25,940	\$26,940	\$27,940
B	25,440	26,440	27,440	28,440
C	26,950	27,950	28,950	29,950
D	27,940	28,940	29,940	30,940
E	28,440	29,440	30,440	31,440
F	29,440	30,440	31,440	32,440
G	30,440	31,440	32,440	33,440
H	31,440	32,440	33,440	34,440
I	32,440	33,440	34,440	35,440
J	33,040	34,040	35,040	36,040
K	35,440	36,440	37,440	38,440
L	38,940	39,940	40,940	41,940
M	41,440	42,440	43,440	44,440
N	43,440	44,440	45,440	46,440
O	47,000	48,000	49,000	50,000

**B.A.** — Bachelor's Degree or ten years' experience and a permanent elementary certificate.

**B.A. + 30** — Bachelor's Degree plus 30 or more additional graduate credits.

**M.A.** — Master's Degree

**M.A. + 30** — Master's Degree plus 30 or more additional graduate credits.

Service increments of \$300 over and above the salary guide may be granted to teachers after 15, 18, and 21 years' service and \$500 after 25 years' service in the Little Silver Schools.

### SCHEDULE "E"